

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	SEAN F. COX
	)	United States District Judge
v.	)	
	)	Magistrate Judge Mona K. Majzoub
	)	
REGENT COURT APARTMENTS, LLC	)	CIVIL ACTION NO. 08-10277
and DONNA HARRISON,	)	
	)	
Defendants.	)	
_____	)	

**CONSENT ORDER**

**I. INTRODUCTION**

1. This action was filed by the United States to enforce the provisions of the Fair Housing Act, 42 U.S.C. §§ 3601 - 3619. The United States alleges that Defendants, Regent Court Apartments, LLC and Donna Harrison (hereinafter “Defendants”), have engaged in a pattern or practice of discrimination on the basis of race or color and/or a denial of rights to a group of persons, in violation of 42 U.S.C. § 3614, in the rental of dwelling units that Defendants own and/or manage at the Regent Court Apartments I and II in Roseville, Michigan.

2. Specifically, the United States alleges that Defendants are engaging in housing practices that discriminate on the basis of race or color, including:

- a. Denying the availability of apartments for rent or inspection to African-American persons while at the same time telling white persons about apartments available to rent or inspect; and

- b. Failing to provide African-American persons information about the availability of apartments to rent or inspect that is full, complete, and consistent with the information provided to white persons.

3. The United States alleges that through this conduct the Defendants refused to negotiate for the rental of, or otherwise made unavailable or denied housing to persons because of race or color, in violation of 42 U.S.C. § 3604(a); discriminated against persons in the terms, conditions or privileges of rental, or in the provision of services or facilities in connection therewith, because of race or color, in violation of 42 U.S.C. § 3604(b); and discriminated by representing to persons because of race or color that dwellings were not available for inspection when such dwellings were in fact so available, in violation of 42 U.S.C. § 3604(d). Defendants responded by filing an Answer and Affirmative Defenses denying that they discriminated against any persons because of race or color in violation of 42 U.S.C. 3601 et seq.

4. The United States and Defendants have agreed that in order to avoid protracted and costly litigation, this controversy should be resolved without a trial. Therefore, the parties consent to the entry of this Consent Order.

**ACCORDINGLY, It is hereby ADJUDGED, ORDERED and DECREED:**

## **II. GENERAL INJUNCTION**

5. Defendants, their officers, agents, employees, successors and assigns, and all other persons in active concert or participation with them, are enjoined, with respect to the rental of dwellings, from:

- a. Refusing to rent a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental of a dwelling, or otherwise

- making unavailable or denying a dwelling to any person because of race or color;
- b. Discriminating against any person in the terms, conditions, or privileges of renting a dwelling, or in the provision of services or facilities in connection therewith, because of race or color; and
  - c. Representing to persons because of race or color that any dwelling is not available for inspection or rent when such dwelling is, in fact, so available.

### **III. NONDISCRIMINATION POLICY**

6. Defendant Regent Court Apartments, LLC shall implement a Nondiscrimination Policy regarding the rental of dwelling units at Regent Court Apartments that shall be applied equally to all actual and prospective tenants, regardless of their race or color. The text of the Nondiscrimination Policy shall be as set forth in Appendix B hereto.

7. Within ten (10) days of the entry of this Consent Order, Defendant Regent Court Apartments, LLC shall distribute the Nondiscrimination Policy to all of its employees and agents, or anyone acting under their direction, who have responsibility for showing, renting, or managing any and all dwelling units at the Regent Court Apartments, and this policy will be reviewed, along with a question and answer session, with each employee, agent, or anyone acting under Defendant Regent Court Apartments, LLC's direction, on an annual basis thereafter.

### **IV. NOTICE TO PUBLIC OF NONDISCRIMINATION POLICY**

8. Within ten (10) days after the date of entry of this Consent Order, Defendant Regent Court Apartments, LLC shall take the following steps to notify the public of its Nondiscrimination Policy:

- a. Prominently post at all rental offices that Defendant Regent Court Apartments, LLC may currently or subsequently use for the rental of dwellings, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all apartments are available for rent on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.
- b. Whenever any dwelling unit is available for rent, Defendant Regent Court Apartments, LLC shall prominently post an easily readable “For Rent” or “Vacancy” sign or notice at the apartment building in which the dwelling unit is available. The sign or notice shall include the slogan “Equal Housing Opportunity” and/or the fair housing logo. Such slogan and logo shall be prominently displayed and easily readable.
- c. Include the words “Equal Housing Opportunity” and/or the fair housing logo in all rental advertising conducted by Defendant Regent Court Apartments, LLC, their agents or employees, in newspapers, flyers, handouts, telephone directories and other written materials; on radio, television or other media broadcasts; and on all billboards, signs, pamphlets, brochures and other promotional literature, provided that this requirement does not compel Defendant Regent Court Apartments, LLC to advertise in any of these media, but does require compliance with this provision whenever Defendant Regent Court, LLC so advertises. The words and/or logo shall be prominently placed and easily readable.
- d. Include the following phrase in the standard rental application and the standard rental agreement used for rental dwelling units in boldface type, using letters of

equal or greater size to those of the text in the body of the document:

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18).

- e. Provide annual written notification to the Fair Housing Center of Metropolitan Detroit<sup>1</sup> that Defendant Regent Court Apartments, LLC rents apartments at Regent Court I and II and that their policy is to rent apartments subject to uniform, nondiscriminatory standards to all qualified persons without regard to race, color, national origin, religion, sex, disability, or familial status (having children under age 18).

## **V. TRAINING**

9. Within ten (10) days of the entry of this Consent Order, Defendant Regent Court Apartments, LLC shall provide a copy of this Consent Order to its agents and employees involved in showing, renting, or managing any dwelling unit at Regent Court I and II. Defendant Regent Court Apartments, LLC shall secure a signed statement from each such agent or employee acknowledging that he or she has received and read the Consent Order and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the Policy. This statement shall be in the form of Appendix C.

10. During the term of this Consent Order, within five (5) days after each new agent or employee becomes involved in showing, renting, or managing units at Regent Court I and II,

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<sup>1</sup> This notice shall be sent to: Fair Housing Center of Metropolitan Detroit, 220 Bagley Street, Suite 1020, Detroit, Michigan 48226.

Defendant Regent Court Apartments, LLC shall provide a copy of this Consent Order and the Nondiscrimination Policy to each such agent or employee and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Order and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the policy. This statement shall be in the form of Appendix C.

11. Within thirty (30) days from the date of entry of this Consent Order, Defendant Regent Court Apartments, LLC's managers, officers, and/or trustees, and Defendant Regent Court Apartments, LLC's agents and employees involved in showing, renting, or managing any dwelling units at Regent Court I and II shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of race or color. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and any expenses associated with this training shall be borne by Defendant Regent Court Apartments, LLC. Defendant shall obtain from the trainer certifications of attendance, executed by each individual who received the training, confirming their attendance. This confirmation shall include the name of the course, the name of the instructor, the date the course was taken, and the length of the course and/or time within which the course was completed.

12. At a minimum, the training required in the preceding paragraph shall consist of the following:

- a. Instruction on the requirements of all applicable federal and state housing discrimination laws; and
- b. A question and answer session for the purpose of reviewing the foregoing areas.

## **VI. NONDISCRIMINATORY STANDARDS AND PROCEDURES FOR SHOWING AVAILABLE DWELLING UNITS TO PROSPECTIVE TENANTS**

13. Within ten (10) days from the date of entry of this Consent Order, Defendant Regent Court Apartments, LLC shall develop and implement, with respect to dwelling units at the Regent Court Apartments I and II, objective, uniform, non-discriminatory standards and procedures for informing persons about and showing available dwelling units to prospective tenants. Such standards and procedures shall be submitted to the United States for approval in advance of their implementation and shall be consistent with the provisions of this Section. The standards and procedures shall be posted and prominently displayed in any office where there is rental activity and/or personal contact with applicants, and a copy of these standards and procedures shall be made available upon request to any applicant for the rental of a dwelling. For the duration of this Consent Order, these standards and procedures may be modified only if written notice is given to counsel for the United States thirty (30) days before the proposed modifications are to take effect and the United States makes no objection thereto.

14. The nondiscriminatory standards and procedures discussed in paragraph 13, above, shall include the use of the following documents, which Defendant Regent Court Apartments, LLC shall update as new information becomes available, and retain for the duration of the Consent Order:

- a. Guest Cards: Defendant Regent Court Apartments, LLC shall ensure that, for all prospective tenants who inquire in person about dwelling units, a Guest Card is completed by Defendant Regent Court Apartments, LLC, or its agents or employees, that contains:
  1. The date of the prospective tenant's visit and the prospective tenant's

- name, address, daytime and evening telephone numbers, unless the prospective tenant refuses to provide this information;
2. The race of the prospective tenant, based on the Defendant's employee's, or agent's good faith observation;
  3. The apartment size the prospective tenant requests and the date on which the prospective tenant wishes to move;
  4. Whether the prospective tenant filled out an application;
  5. Whether the prospective tenant was invited to see available dwelling units and the address and unit number of each one shown and, if not, an explanation why not; and
  6. The names of all employees/agents who assisted the prospective tenant.
- b. Availability List: Defendant Regent Court Apartments, LLC shall ensure that they maintain and timely update an Availability List that includes the addresses and unit numbers of all dwelling units known to be available or reasonably expected to be available for rental within thirty (30) days, including the date Defendant Regent Court Apartments, LLC was first informed each would be available for rental and the first date it would be available for rental or occupancy by a new tenant. Defendant Regent Court Apartments, LLC and/or its agents/employees shall share the complete information on the Availability List with each person who visits or calls to inquire about the availability of dwelling units.
- c. Rental Applications.

## **VII. COMPLIANCE TESTING**



15. Defendant Regent Court Apartments, LLC shall implement a program of self-testing designed to detect and prevent unlawful discrimination at the Regent Court Apartments I and II. Within sixty (60) days of the date of entry of this Order, Defendant Regent Court, LLC shall enter into a contract with a provider to be agreed upon by the parties or, if they are unable to agree, to be selected by the Court, to develop and implement a program to test for potential race discrimination at the Apartments. The contract shall provide for a minimum of three tests per year at the Regent Court Apartments I and II for the duration of this Order. The test results will be provided to Defendant Regent Court and its counsel and to counsel for the United States. If the United States believes the test results indicate any fair housing compliance problems at the Apartments, the United States shall notify Defendant's counsel of any such problems and the basis therefore. Thereafter, the United States will provide Defendant Regent Court Apartments, LLC an opportunity to cure and/or resolve any such problems pursuant to the consultation provisions of Paragraph 43 below. The United States may also take steps to monitor Defendant Regent Court LLC's compliance with this Consent Order including, but not limited to, conducting fair housing tests at any office in which the Defendant conducts rental activities.

#### **VIII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS**

16. Within ninety (90) days of the date of entry of this Consent Order, and every six (6) months thereafter for the duration of this Consent Order, Defendant Regent Court Apartments, LLC shall deliver to counsel for the United States<sup>2</sup> a report containing information about

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<sup>2</sup> All documents or other communications required by this Consent Order to be sent to counsel for the United States shall be sent by commercial (non-USPS) overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ 175-37-343, or as otherwise directed by the United States. Facsimile transmissions

Defendant's compliance efforts during the preceding reporting period, including but not limited to:

- a. Photographs of each office in which rental activity is conducted, showing the fair housing signs and Nondiscrimination Standards and Procedures, pursuant to Sections IV and VI of this Consent Decree;
- b. Copies of standard rental applications and rental agreements, pursuant to Section IV of this Consent Decree;
- c. Copies of all Employee Acknowledgment forms and fair housing training certifications, pursuant to Section V of this Consent Order; and
- d. Copies of all Guest Cards, Availability Lists, Rental Applications, and other information recorded by any means related to any inquiries regarding the availability of rental dwellings, maintained pursuant to Section VI of this Consent Order.

17. During the period in which this Consent Order is in effect, Defendant Regent Court Apartments, LLC shall preserve all records that are the source of, contain, or relate to any of the information pertinent to their obligations under this Order, including, but not limited to, all guest cards, availability lists, rental applications, leases, rental roll ledgers, and occupancy lists. Upon reasonable notice to counsel for Defendant Regent Court Apartments, LLC, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendant Regent Court Apartments, LLC shall provide copies of such documents.

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shall be sent to (202) 514-1116.

18. During the period in which this Consent Order is in effect, Defendant Regent Court Apartments, LLC shall notify counsel for the United States in writing within fifteen (15) days of receipt of any written or oral complaint against Defendant Regent Court, LLC, or Defendant's agents or employees, regarding discrimination in housing. If the complaint is written, Defendant Regent Court Apartments, LLC shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. Defendant shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States within fifteen (15) days of the substance of any resolution of such complaint.

#### **IX. COMPENSATION OF AGGRIEVED PERSONS**

19. Within ninety (90) day of entry of this Order, Defendants shall pay the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) to compensate the three individuals the United States has identified to date as aggrieved persons under the Fair Housing Act. The names and damages amounts payable to each aggrieved person is listed in Appendix A.<sup>3</sup>

20. Within ninety (90) days of entry of this Order, Defendant Regent Court Apartments, LLC shall send to counsel for the United States checks payable to each person listed in Appendix A in the amounts listed in Appendix A. The United States shall not distribute the checks to any of these identified aggrieved persons until it has received from that aggrieved person an executed release in the form set out in Appendix E.

21. Within ninety (90) days of entry of this Order, Defendants shall deposit in an

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<sup>3</sup> Defendant Regent Court Apartments, LLC and Defendant Donna Harrison have determined between themselves that Regent Court Apartments, LLC will pay the entire amount of all monetary payments described in this Consent Order.

interest-bearing escrow account the total sum of FORTY THOUSAND DOLLARS (\$40,000.00) for the purpose of compensating any additional persons whom the Court determines may have been harmed by Defendants' alleged discriminatory rental practices (hereinafter "aggrieved persons"). This money shall be referred to as "the Settlement Fund." In addition, within five (5) days of the establishment of this Fund, Defendant Regent Court Apartments, LLC shall submit proof to the United States that this account has been established and the funds deposited.

22. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth herein.

23. Beginning within thirty (30) days of the entry of this Consent Order, Defendants Regent Court Apartments, LLC shall publish a Notice to Potential Victims of Housing Discrimination ("Notice"), in the form of the Notice at Appendix D, informing readers of the availability of compensatory funds. The Notice shall be published as follows:

- a. On at least (1) occasion in the 'A' Section (or News Section) of a week-end edition of The Detroit Free Press/Detroit News in a space measuring at least one-eighth (1/8) of a page; and
- b. On at least two (2) occasions in the 'A' Section (or News Section) of the Michigan Chronicle in a space measuring at least one-eighth (1/8) of a page.

24. Defendant Regent Court Apartments, LLC shall provide a copy of the newspapers containing each such Notice to counsel for the United States within ten (10) days after publication of the Notice.

25. Defendant Regent Court Apartments, LLC shall produce any rental/tenancy records, or any other records in the possession, custody, or control of Defendant, its agents or employees,

upon notice to Defendant's counsel, that the United States believes to be useful in identifying persons who may be entitled to relief under this Consent Decree. Upon reasonable notice, Defendant shall provide such rental/tenancy records or shall permit representatives of the United States to receive copies of such rental/tenancy records through Defendant's counsel.

26. Nothing in this Consent Order shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.

27. Within ten (10) days of the entry of this Consent Order, the Defendant Regent Court Apartments, LLC shall send a copy of the Notice to the Fair Housing Center of Metropolitan Detroit. Defendant shall provide proof of mailing to counsel for the United States.

28. Aggrieved persons shall have (60) days from the date of the entry of this Consent Order to contact the United States in response to this Notice.

29. The United States shall investigate the claims of allegedly aggrieved persons and, within one hundred eighty (180) days from the entry of this Consent Order, shall make a preliminary determination of which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. Defendant Regent Court Apartments, LLC shall permit the United States, upon reasonable notice, to review and copy any records that may facilitate its determinations regarding the claims of allegedly aggrieved persons. The United States will inform Defendant in writing of its preliminary determinations, together with a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim. Defendant Regent Court Apartments, LLC shall have fourteen (14) days to review the declarations and provide to the United States any documents or information that they believe may refute the claims.

30. After receiving Defendant Regent Court Apartments, LLC's comments, the United States shall submit its final recommendations to the Court for approval, identifying the aggrieved persons and an appropriate amount of damages that should be paid to each such person, together with a copy of the sworn declarations and any documents or additional information submitted by Defendant Regent Court, LLC. Within ten (10) days of a Court order providing for the distribution of funds to aggrieved persons, Defendant shall deliver to the United States checks payable to the aggrieved persons in the amounts approved by the Court.

31. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund plus accrued interest.

32. When counsel for the United States has received a check from Defendant Regent Court Apartments, LLC payable to an aggrieved person and a signed release in the form of Appendix E from the aggrieved person, counsel for the United States shall deliver the check to the aggrieved person and the original, signed release to counsel for the Defendant. No aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix E.

33. After the satisfaction of paragraphs 21-30, above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund shall be released to the Defendant Regent Court Apartments, LLC.

#### **X. CIVIL PENALTY**

34. Within ninety (90) days of entry of this Order, the Defendants shall pay a total of FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be delivered to counsel for the

United States in the form of a cashier's check payable to the "United States Treasury."

## **XI. ACQUISITION OR TRANSFER OF INTEREST IN RENTAL PROPERTIES**

35. If at any time while this Order remains in effect, the Defendant Regent Court Apartments, LLC decides to sell or otherwise transfer the entirety of its interest in Regent Court Apartments, LLC to an unrelated party in an arms-length transaction,<sup>4</sup> it shall take the following steps:

- a. At least thirty (30) days prior to completion of the sale or transfer, provide each prospective purchaser or other transferee a copy of this Consent Order along with written notice that the subject property remains subject to Sections II-VIII and XII-XIV of the Order;
- b. At least thirty (30) days prior to completion of the sale or transfer, provide the United States written notice of its intent to sell or otherwise transfer Defendant's interest in the property, along with a copy of the notice sent to each prospective purchaser or transferee, containing the latter's name, address and telephone number; and
- c. Within thirty (30) days following completion of the sale or other transfer, Defendant shall provide the United States a copy of the documents memorializing the transfer in interest of the property,<sup>5</sup>

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<sup>4</sup> For purposes of this Order, "arms-length transaction" is defined as a transaction that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction.

<sup>5</sup> Defendant Regent Court Apartments, LLC may redact the financial terms of the transfer in interest of the property.

36. If Defendant Regent Court Apartments, LLC complies with Paragraph 35a-c, and transfers all of its ownership, management, or other financial interest in the Regent Court Apartments, LLC to an arms-length purchaser or other transferee, Defendant Regent Court, LLC shall thereafter be relieved of its obligations under this Consent Order.

37. If the proposed transfer of interest is not an arms-length transaction, Defendant Regent Court, LLC must comply with the requirements of Paragraph 35a-c. In addition, Defendant Regent Court Apartments, LLC shall remain jointly and severally liable, along with the purchaser or other transferee, for any violations of Sections II-VII and XI-XII of this Order for its duration.

38. If at any time while this Order remains in effect, Defendant Regent Court Apartments, LLC decides to acquire an ownership, management, or other financial interest in any other residential rental property, either in whole or in part, it shall notify the United States in writing at least thirty (30) days before completion of the transaction, providing the name and address of the property and the identity of the manager of the property, and that property shall be subject to the provisions of this Order for its duration. In addition, within thirty (30) days following completion of the purchase, Defendant shall provide the United States (a) a statement specifying the nature of Defendant's interest in the property and a copy of the documents memorializing the acquisition of that interest; (b) the number of individual dwelling units at the property; (c) the names of any existing tenants; and (d) the race of each such tenant, based on the Defendant's, employee's or agent's good faith observation.

39. If at any time while this Order remains in effect, Defendant Donna Harrison is employed in any capacity in connection with the rental of residential dwelling units she shall,



within thirty (30) days of starting such new employment, notify the United States in writing of her new employment, including the name of the property where she is employed and the name, address, and telephone number of her employer.

## **XII. SCOPE AND DURATION OF CONSENT ORDER**

40. The provisions of this Consent Order shall apply to all Defendants, their officers, agents, employees, successors and assigns, and all persons acting in active concert or participation with them.

41. This Consent Order shall remain in effect for three (3) years after the date of its entry. By consenting to entry of this Consent Order, the United States and Defendants further agree that in the event any Defendant engages in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

42. The Court shall retain jurisdiction for the duration of this Consent Order to enforce its terms, after which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Order in the interests of justice.

## **XIII. REMEDIES FOR NON-COMPLIANCE**

43. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by any of the Defendants, whether willful or otherwise, to perform in a timely manner any act required by this Consent Order or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by

law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

#### **XIV. TIME FOR PERFORMANCE**

44. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the parties. The other provisions of this Order may be modified by written agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, then such modification will be effective upon filing of the written agreement with the Court, and shall remain in effect for the duration of the Order or until such time as the Court indicates through written order that it has not approved the modification.

#### **XV. COSTS OF LITIGATION**

45. Each party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

**IT IS SO ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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SEAN F. COX  
UNITED STATES DISTRICT JUDGE

By their signatures below, the parties consent to the entry of this Order.

**For the United States:**

TERRY BERG  
Acting United States Attorney

GRACE CHUNG BECKER  
Acting Assistant Attorney General  
Civil Rights Division

s/Judith E. Levy  
JUDITH E. LEVY  
Assistant United States  
Attorney  
211 West Fort Street, Ste. 2001  
Detroit, MI 48226  
(313) 226-9727

s/Burtis M. Dougherty  
STEVEN H. ROSENBAUM  
Chief  
TIMOTHY J. MORAN  
Deputy Chief  
BURTIS M. DOUGHERTY  
Attorney  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W.  
Northwestern Building, 7<sup>th</sup> Floor  
Washington, D.C. 20530  
Phone: (202) 514-4737  
Fax: (202) 514-1116

Dated: November 13, 2008

**For Defendants Regents Court Apartments, LLC  
and Donna Harrison:**

w/consent Michael T. Price  
Michael T. Price, Esq.  
Hyman Lippitt P.C.  
322 Old N. Woodward Avenue  
Birmingham, MI 48009  
P-57229  
Phone: (248) 646-8292  
Fax: (248) 646-8375

w/consent Donna Harrison  
DONNA HARRISON

For Regent Court Apartments, LLC:

w/consent Edwin Tarnopol  
EDWIN TARNOPOL

Dated: November 13, 2008

## **Appendix A**

<b><u>Names of Aggrieved Persons</u></b>	<b><u>Amount of Payment</u></b>
Jason Gillespie	\$25,000
Kimberly Smith	\$25,000
Mitchell Williams	\$25,000

## **Appendix B**

### **NONDISCRIMINATION POLICY**

It is the policy of Regent Court Apartments, LLC to comply with Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the Fair Housing Act, by ensuring that apartments are available to all persons without regard to race, color, religion, national origin, disability, familial status, or sex. This policy means that, among other things, Regent Court Apartments, LLC and all their agents and employees with the responsibility for renting, managing, or administering any dwelling units must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants because of race or color. Such agents and employees may not:

- A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, disability, familial status, or sex;
- B. Discriminate against any person in the terms, conditions or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, disability, familial status, or sex;
- C. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, national origin, disability, familial status, or sex; or
- D. Represent to persons because of race, color, religion, national origin, disability, familial status, or sex that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws. Any tenant or applicant who believes that any of the above policies have been violated by any owner, agent, or employee may contact the U.S. Department of Housing and Urban Development at 1-888-799-2085, or the U.S. Department of Justice at 1-800-896-7743 or 202-514-4713.

## Appendix C

### **EMPLOYEE ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 200\_\_\_\_, I was provided copies of the Consent Order entered by the Court in United States v. Regent Court Apartments, LLC, et al., Civil Action No. 08-10277 (E.D. Mich.), and the Nondiscrimination Policy of Regent Court Apartments, LLC. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date

## Appendix D

### **NOTICE TO POTENTIAL VICTIMS OF RACIAL DISCRIMINATION** **AT REGENT COURT APARTMENTS, ROSEVILLE, MICHIGAN**

On \_\_\_\_\_, 2008, the United States District Court for the Eastern District of Michigan entered a Consent Order resolving a housing discrimination lawsuit brought by the United States against Regent Court Apartments LLC and Donna Harrison. The lawsuit alleged that the Defendants engaged in a pattern or practice of housing discrimination against African-Americans at the Regent Court Apartments in Roseville, Michigan, in violation of the Fair Housing Act.

Under the Consent Order, a Settlement Fund has been established to compensate persons whose rights may have been violated by the Defendants listed above. You may qualify to recover from this Settlement Fund if you inquired about renting at the Regent Court Apartments rental office (located at 18830 East 14 Mile Road, Roseville, Michigan) and – *because of your race* – you were told that no apartments of the type you wanted were available for inspection or for rent at the time you wanted.

*If you believe you have been discriminated against because of race in connection with the Regent Court Apartments, please contact the United States Department of Justice at:  
**1-800-896-7743, mailbox 3.***

*You may also write to:*  
***United States Department of Justice***  
***Civil Rights Division***  
***Housing and Civil Enforcement Section***  
***950 Pennsylvania Ave. N.W. -G St***  
***Washington, DC 20530***  
***Attn: DJ# 175-37-343***

**You must call or write on or before [\_\_\_\_\_, 2009] and your message or letter must include your name, address, and, if possible, at least TWO telephone numbers where you may be reached.**



## Appendix E

### **FULL AND FINAL RELEASE OF CLAIMS**

In consideration for the parties' agreement to the terms of the Consent Order they entered into in the case of United States v. Regent Court Apartments, LLC., et al., as approved by the United States District Court for the Eastern District of Michigan, and in consideration for the payment of \$\_\_\_\_\_, I, \_\_\_\_\_, do hereby fully release and forever discharge Regent Court Apartments, LLC and Donna Harrison (hereinafter "Defendants"), along with their insurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, former employees, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all fair housing claims set forth or related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from alleged housing discrimination that I may have had against any of them for any of Defendants' actions or statements related to those claims through the date of the entry of the Consent Order.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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[Signature]

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[Print Name]